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ABSTRACT

This negotiated agreement between the Board of Trustees of Wenatchee Valley College and the Wenatchee Valley College Association for Higher Education covers the period between July 1, 1987 to June 30, 1989. The agreement includes articles concerning: (1) recognition of the bargaining unit; (2) board of trustees rights and functions; (3) association rights, including the use of buildings and equipment, communications, access to information, and association/employer meetings; (4) academic employee rights to due process, safe working conditions, travel expenses and reimbursements, and access to personnel files; (5) the continuation of prior practices not specifically covered in the agreement; (6) participation in college governance; (7) job descriptions, hiring, and workload standards for academic employees; (8) tenure, faculty contracts, dismissal, and reduction-in-force procedures; (9) evaluation of instructional programs and professional employees; (10) professional improvement; (11) leaves of absence; (12) grievance procedures; (13) uninterrupted education activities; (14) a savings clause; and (15) the scope and duration of the agreement. Appendixes provide faculty salary schedules and an academic calendar. (EJV)

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NEGOTIATED AGREEMENT

Between

Board of Trustees
Wenatchee Valley College

and

Wenatchee Valley College
Association for Higher Education

September 15, 1987

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Wenatchee Valley College/AHE
Negotiated Agreement
August, 1987

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AGREEMENT

Between

The Wenatchee Valley College
Board of Trustees

and

The Wenatchee Valley College
Association of Higher Education

PREAMBLE

This Agreement is by and between the Board of Trustees of Community College District No. 15, hereinafter called the "Employer" and the Wenatchee Valley College Association for Higher Education, affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association". The term "Employer" used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

ARTICLE 1 - RECOGNITION

1.1 Negotiating representative.

The Employer hereby recognizes the Association as the exclusive negotiating representative for all Community College District No. 15 academic employees as defined in RCW 28B.52 and/or subsequent legislation. Excluded from the bargaining unit are classified employees, administrators, student employees, and non-academic exempt employees. An excluded category or group having a common community of interest may be added to the bargaining unit consistent with RCW 28B.52 and/or subsequent legislation.

1.2 Meetings.

The Employer agrees that meetings in good faith will be held with the Association prior to adding any work assignment which would have the effect of exempting such individual from the bargaining unit. Excluded from such application shall be situations involving a bona fide promotion to an administrative position.

1.3 Disagreements.

All disagreements pertaining to the interpretation and application of this agreement shall be subject to the grievance procedure contained herein.

ARTICLE 2 - BOARD OF TRUSTEES' RIGHTS AND FUNCTIONS

2.1 Rights and Functions.

The management of the district and the direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies and procedures as it may from time to time determine.

ARTICLE 3 - ASSOCIATION RIGHTS

3.1 Use of Buildings.

The Association and its representatives shall have the right to schedule the use of district buildings to transact lawful Association business, provided there is no interference with normal scheduling procedures and further provided that no additional cost is incurred by the Employer.

3.2 Use of Equipment.

The Association shall have the right to reasonable use of district-owned or rented office equipment on site when such equipment is not otherwise in use. The Association agrees to pay for the actual cost of all materials, supplies, and charges incidental to such use.

3.3 Communications.

The Association and its affiliates shall have the right to use Community College District No. 15's internal mail service and academic employee mail boxes for communications purposes.

3.4 Association Notices.

The Association and its affiliates shall have the right to post notices of activities and matters of Association concerns on district No. 15's bulletin boards.

3.5 Access to Information.

A. To assist the Association in carrying out its role as the bargaining agent for academic employees, the Employer, upon request, shall furnish to the Association information in the same form available to the general public.

B. The district president will maintain a current listing of memos received from the State Board for Community College Education, and a copy of the memos will be made available to the AHE president upon request.

3.6 Administrative Procedures Act Hearing Notices.

All notices of hearings conducted under the Administrative Procedures Act procedures shall be provided to the Association consistent with APA terms.

3.7 Board Meetings.

A. An Association representative or agent shall have the right to attend all regular and special meetings of the Board and submit items for the agenda consistent with the Board of Trustees Bylaws. Any matter of business or correspondence must be received by the President's office by noon, six days before the meeting in order to be included on the agenda.

B. Nothing in this section shall be construed to diminish the right of the Board of Trustees to hold closed executive sessions excluding the Association representative or agent within the guidelines established by law.

C. Nothing herein shall be construed to limit the Board at any meeting to transact business which it is lawfully authorized to conduct.

3.8 Academic Employee List.

The Employer agrees to provide to the Association, within the first month of each academic year, the names, addresses, and telephone numbers (provided such numbers are publicly known) of all full-time academic employees. A list of part-time employees shall be made available to the Association through the Board of Trustees agenda materials.

3.9 Payroll Deductions.

A. The Employer shall provide for Wenatchee Valley College's AHE membership payroll dues deductions through existing automatic payroll authorization procedures. Written authorization must be provided by academic employees so affected. Prescribed dues deductions shall be continuous thereafter. Such deductions shall be remitted to the authorized Association representative.

B. Revocation of membership payroll deductions shall be made in writing to the Association on a form available from the Association between the beginning of the academic year and November 1, and shall become effective at that time. The Association shall submit notice of any revocation to the district No. 15 payroll office.

C. The Employer agrees to provide, upon receipt of authorization from an academic employee, payroll deductions from the employee's salary for insurance plans, tax-sheltered annuities, credit unions, or other plans provided that such deductions are in accordance with board policy, state law, and OFM regulations.

D. The Association agrees to indemnify the Employer and hold it harmless against any suit or liability for damages that shall arise out of action taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the academic employee and such authorization has not been rescinded.

E. Representation Fee

1. No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members but are members of the bargaining unit will be required to pay a representation fee to the Association.

2. The Association will determine the amount of the representation fee and will so notify the business office in writing. The representation fee shall be an amount equal to the regular dues for the Association membership including NEA, WEA, UniServ, and AHE.

3. Non-members shall be neither required nor allowed to make political (PULSE or NEAPAC) deduction.

4. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

5. In the event that the representation fee is regarded by an employee as a violation of their right to non-association, such objections will be resolved according to the provisions of RCW 28B.52.010, et. seq., or the Public Employment Relations Commission.

3.10 Distribution of Agreement.

Within 30 days following ratification and signing of this Agreement, the district shall print and distribute

3.10 Distribution of Agreement. (Continued)

copies to all members of the bargaining unit. Additional copies shall be provided to the Association upon request. All new full-time academic employees shall be provided a copy of the Agreement.

3.11 Association Business.

Duly authorized representatives of the Association shall be permitted to transact official Association business on district property at all times provided there is no interruption of the normal operations of the College.

3.12 Association Representation.

A. The Association shall have the right to send one representative to legislative committee hearings, SBCCE meetings, or Association regional or state-wide meetings/conferences.

B. Instructors involved should plan classes in such a way so that a substitute is not required. The Association agrees to pay for the cost of any substitute that may be necessary, in the judgment of the College administration, to fulfill the representative's assignment during the individual's absence.

C. Travel and related expenses shall be borne by the Association.

3.13 Association/Employer Meetings.

A. The Employer agrees that its representatives shall meet with representatives of the Association upon request for the purpose of reviewing the administration of this Agreement. These meetings shall not bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement.

B. Both parties shall submit an agenda of items they wish to discuss and minutes of such meetings shall be distributed to all participants.

C. It is agreed that neither party shall have more than three representatives at such meetings and neither party shall have any control over the selection of the representation of the other party.

D. It is further agreed that nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this Agreement.

ARTICLE 4 - ACADEMIC EMPLOYEE RIGHTS

4.1 Individual Rights.

Nothing contained within this Contract, Community College District No. 15 policy, rule, or regulation shall be construed to deny or restrict to any member of the bargaining unit rights applicable under the law of the State of Washington and of the United States.

4.2 Right to Due Process.

A. No academic employee shall be reprimanded, disciplined or reduced in compensation or suspended without just cause.

B. In any event, any charges which are made shall be reduced to writing and made available to the academic employee.

C. An academic employee shall have the right to have one individual of his/her choice present when being formally reprimanded or disciplined.

D. This section shall not be applicable to matters handled in accordance with Article 8.

4.3 Safe Working Conditions.

The Employer agrees to maintain all district facilities in a clean, safe, and healthful condition.

4.4 Facilities and Equipment.

Consistent with budgetary and instructional priorities adopted by the Board, facilities and equipment shall be made available to ensure that academic employees can safely perform their professional assignments.

4.5 Office.

All full-time academic employees shall be provided an office equipped with standard office equipment.

4.6 Staff Lounge.

All academic employees shall continue to have the right to use the staff lounge provided by the Employer.

4.7 Academic Employee Protection.

The Employer shall provide liability protection in accordance with the tort/claim procedures of the State of Washington.

4.8 Travel Expenses and Reimbursements.

All official travel must be authorized in advance by the appropriate vice president and/or the president. Reimbursement will be made according to OFM regulations and district policies as outlined in the policy and procedures manual.

4.9 Parking and Keys.

A. The Employer agrees to provide on-campus parking for all members of the bargaining unit at a cost

4.9 Parking and Keys. (Continued)

equal to that charged to students and other employees or at an annual cost equal to 250% of the quarterly fee (up to three vehicles.)

B. The Employer will make available to members of the bargaining unit the required key(s) necessary to perform the individual's job. Charges for replacement keys will be as stated in the policy and procedures manual.

4.10 Copyrights and Patents.

A. The ownership of any materials, invention, or processes developed solely by an academic employee's individual effort and expense shall rest in the academic employee and be copyrighted or patented, if at all, in his/her name.

B. The ownership of any materials, invention, or processes produced solely for the district and at district expense shall rest in the district and be copyrighted or patented, if at all, in its name.

C. In those instances where materials, inventions, or processes are produced by an academic employee with district support, by way of the use of significant personnel time, facilities, or other district resources, the ownership of the materials, invention, or processes shall rest in (and be copyrighted or patented by, if at all,) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall rest in the district.

4.11 Policy Manual.

All members of the bargaining unit shall be supplied a copy of the district's policy manual. All district policies, procedures, and regulations shall be included in the policy and procedures manual on a timely basis.

4.12 Personnel Files.

A. The district shall maintain one personnel file for each academic employee. This file shall be in the district personnel office. No other personnel file shall be maintained by any other office or administrator of the district. This shall not preclude the maintenance of all lawful payroll records by the business office nor maintenance of other essential records by appropriate personnel for the operation of the institution. Unit chairs and appropriate vice presidents/ deans may maintain working files in their individual offices.

B. Each academic employee shall have the right to review the entire contents of the personnel file, with exception of confidential placement recommendations and any other material excluded under chapter 42.17 RCW. Examinations of personnel file shall occur only following a previously arranged appointment with the personnel officer.

C. Material may be placed in a academic employee's personnel file by supervisors after the employee has been given a copy of the material and the opportunity to read the material and to append a rebuttal to any charge, complaint, or statement involved.

D. Materials in the personnel file may be used as justification for notifying an academic employee that he/she is being considered for dismissal for cause for specific reasons and that he/she will have a specified period of time to take corrective action. Only materials placed in the personnel file

4.12 **Personnel Files.** (Continued)

following such notification may be used in subsequent dismissal action. At the conclusion of the specified period, a second notification will be made indicating the matter to be closed or indicating future action to be taken by the college.

ARTICLE 5 - PRIOR PRACTICE

5.1 Remain in Effect.

Any practices or conditions not specified in this Agreement shall remain in effect for the duration of this Agreement except as changed after consultation with the Association/employer committee.

5.2 Changes.

It is agreed that in the event the change in a prior practice is challenged through the Grievance Procedure, the burden of proof that there is a valid management reason to change the prior practice shall rest with the Employer.

ARTICLE 6 - GOVERNANCE

6.1 Unit Organization Structure.

A. It is the intent of this contract to provide each academic employee with the opportunity to participate in the development of the budget, schedule, and program requirements for the areas which relate to that employee.

B. All academic employees shall be organized into educational units.

6.2 Annual Plan.

A. The district recognizes the desirability for the academic employees to provide input into the process of governance of the district. The Board of Trustees of the district agrees to review the annual plan.

B. The administration shall submit to the academic employees an annual plan for the ensuring year 15 days prior to the date set for review by the Board of Trustees. The review of the annual plan shall be accomplished by March 31 of each year by the Board of Trustees and updated as required.

C. If the faculty Association is not satisfied that its concerns are adequately or accurately reflected in the administration's recommendation concerning the review of the annual plan, organization, or budget, the Association shall submit an independent recommendation, in writing, to the secretary of the Board of Trustees at least 48 hours prior to the date set for the annual review of the annual plan, organization, or budget by the Board. The Board may accept either the recommendation of the administration, the recommendation of the Association, or act in any manner which it deems most beneficial to the district.

D. The procedure for developing input from the members of the Association shall be accomplished through the organizational structure and the Instruction Council.

6.3 Major Policy Decisions.

A. In addition to the above procedure concerning the review of the annual plan and budget, any academic employee may make an alternate recommendation to the administration's recommendation on any major policy decision in writing to the Board, provided the academic employee first attempts in good faith to have his recommendation incorporated into the administration's recommendation, and provided further that his/her alternate recommendation is sent to the Board secretary at least 48 hours prior to any regularly scheduled Board meeting.

B. Notice of the Board's consideration of any major policy issue shall be published six calendar days in advance of any scheduled Board meeting.

6.4 Exemption.

Decisions reached pursuant to the process defined in this Article shall be exempted from Article V Prior Practice.

6.5 Committees.

The employer recognizes the importance of academic employee participation in the governance of the institution. As a means of involving the academic staff, a maximum of eight committees will be created,

6.5 Committees. (Continued)

one of which will be ad hoc. Committees recognized in this contract will either be one of the eight standing committees or a subcommittee of one of the eight.

ARTICLE 7 - ACADEMIC EMPLOYEES

7.1 Position Descriptions.

A. Full-time Instructors

The full-time instructor is a professional educator and, as such, prescribes to the code of ethics of the National Education Association and the Washington Education Association. In fulfilling instructional responsibilities, the instructor is responsible to the vice president of instructional services through their appropriate dean or associate dean. Each full-time instructor is responsible for developing a weekly schedule of professional responsibilities. Said schedule will be submitted to the vice president of instructional services' office prior to the commencement of each quarter. Acceptance by said office constitutes acknowledgment by the college of the full-time instructor satisfying load requirements.

The schedule shall include 35 hours of campus or related college activities, including:

1. Teaching Responsibilities

   a. Teach assigned courses in accordance with course outline and schedule requirements, and in accordance with recognized and accepted teaching methods.

   b. Maintain records of students' achievement.

   c. Submit required grade reports to the registrar.

   d. Prepare course information as may be requested by the dean.

   e. Recommend through the unit schedules of class offerings and changes thereto.

   f. Supervise instructional technicians, work study students or other personnel as assigned.

   g. Keep abreast of changes in teaching field and innovative teaching methodology through reading and attending in-service and professional development activities.

   h. Up-date curriculum on a regular basis.

2. Advising Students

   a. Consistent with load requirements, the full-time instructor shall assist students in planning an educational program.

   b. In fulfilling the advising responsibility, each instructor will hold at least five regular scheduled office hours per week for the purpose of meeting with students for academic assistance and advising. In addition, each advisor will be responsible for participating in advisor training workshops.

   c. The instructor will keep abreast of transfer requirements of the state's four-year (public) colleges and universities.

7.1 Position Descriptions (Continued)

3. Committee Work

Consistent with load requirements, the full-time instructor shall serve on a college committee as outlined in article 6.5.

4. Unit Activities

a. As determined by the majority of teaching responsibilities, each full-time instructor will be assigned to a unit.

b. As a member of the unit, the instructor will be responsible for attending regular unit meetings, participating in schedule development, budget development, and adhering to the established budget.

c. Each instructor will participate in the tenure review process.

B. Counselors

The full-time counselor is responsible to the vice president of student services and/or the associate dean and is responsible for developing a 35-hour weekly schedule of professional responsibilities in conjunction with the vice president or associate dean of WVC-North.

1. Counseling Responsibilities

a. Advise and counsel students both individually and in groups.

b. Administer and interpret tests which assist students to more realistically evaluate their aptitudes, abilities, achievements, and interests.

c. Assist students by making available, and interpreting, relevant information on occupational and educational opportunities.

d. Maintain up-to-date files on transfer information to help the student in making plans for additional education.

e. Provide personal, emotional, and social counseling and, when appropriate, refer students to off-campus resources.

f. Help students develop more effective study skills.

g. Serve as a consultant to other academic employees regarding counseling and advising needs of particular students and receive students through referral by other academic employees.

h. Work with counseling personnel in district high schools to provide information about WVC programs.

i. Perform other duties as agreed upon in writing by the counselor and vice president of student services or the associate dean of Wenatchee Valley College-North.

j. Each counselor will participate in the tenure review process.

7.1 Position Descriptions (Continued)

2. Committee Work

Consistent with load requirements, the full-time counselor shall serve on a college committee as outlined in article 6.5.

C. Librarians

The full-time librarian is responsible to the director of library media services and is responsible for the operation of the reference service, circulation, and/or serials.

1. Specific Responsibilities

a. Provide information service for faculty, staff, students, and community.

b. Select materials of the various types necessary for the collection: books, periodicals, manuscripts, newspapers, tapes, films, maps, charts, posters, etc.

c. Coordinate reference service with other resource center services.

d. Understand the importance of drawing upon resources of other libraries, either through referral or interlibrary loan.

e. Facilitate access to materials by developing bibliographic aids designed for the particular needs of the patrons.

f. Assist the appropriate administrator in preparing the annual budget.

g. Provide instruction in use of the resource center and its materials and services informally on a one-to-one basis between the librarian and the patron at the time of a patron's needs; by formal instruction in the classroom at the request of a faculty member; by formal instruction in the classroom in the library course designed to accomplish this purpose. (When in this capacity, the librarian will perform those duties and responsibilities of an instructor as outlined in the negotiated agreement.)

h. Assist, when appropriate, in recruiting and interviewing prospective staff members.

i. Submit requests for supplies and equipment.

j. Supervise library staff and student help assigned to reference or circulations.

k. Coordinate access to information and materials available through regional and national data bases and stay abreast of developing library and information technologies.

l. The librarian will participate in the tenure review process.

2. Committee Work

Consistent with load requirements, the full-time librarian shall serve on a college committee as outlined in article 6.5.

7.1 Position Descriptions (Continued)

D. Part-time Academic Employees

The part-time academic employee is responsible to the appropriate vice president through the appropriate dean or associate dean and unit chair. The appointment is only for the time period and assignment stated in the employment document.

1. Part-time Instructors

Part-time instructors are responsible for:

a. Teaching assigned courses in accordance with district-approved course syllabus.

b. Meeting the class schedule as assigned.

c. Maintaining accurate records of student achievement.

d. Submitting grade records to the registrar.

e. Assisting with the selection and/or recommendation of textbooks.

f. Notifying the instruction office in the event of illness or inability to meet scheduled class.

g. Assisting students with questions related to course materials. Special student problems and advising should be referred to the counseling center.

2. Other Academic Employees

Other part-time academic employees are responsible to the appropriate administrator for responsibilities outlined in the job description. Appointments are only for the time period and assignment stated in the employment agreement.

E. Unit Chairs

The unit chair is an elected or appointed member of the academic unit, who, in addition to his/her regular academic assignment, represents the unit to other components of the college. The unit chair is responsible for assisting the appropriate administrator with matters which affect the unit, such as scheduling, budgeting, communicating, staffing, and evaluating. The rate of pay that recognizes the duties and responsibilities served by the unit chair over and beyond the responsibilities of the classroom portion of the academic employee's assignment shall be made in accordance with the terms outlined in appendix C of this agreement.

1. Specific Responsibilities

a. Conduct monthly unit meetings and submit minutes to appropriate dean or administrator.

b. Attend instructional council meetings and represent the unit members.

c. In consultation and by mutual agreement with the appropriate faculty, develop the unit budget for submission to the appropriate administrator.

7.1 Position Descriptions (Continued)

d. In consultation with the unit members, develop, prepare, and coordinate teaching schedules.

e. Be available during summer months to coordinate activities affecting the unit with the appropriate administrator.

f. Coordinate the decision-making and communications processes of the unit.

2. Selection

a. Unit chairmanships shall be rotated every two years.

b. By May 15, each unit shall indicate to the appropriate vice president whether they wish to elect a unit chair for a vacated position or have the appropriate vice president and president jointly appoint a unit chair.

c. In the event the elected unit chair is unavailable for any quarter including summer, an acting unit chair shall be elected or appointed by the unit to represent the unit to other parts of the college.

7.2 Hiring Standards.

A. Full-time instructors

1. Academic faculty

a. A master's degree with an emphasis in the major assigned teaching area is required.

b. If the applicant meets the needs of the college but does not have a master's degree, his/her application will be considered if the following conditions apply:

(1) Applicant has a bachelor's degree plus 24 completed quarterly graduate hours with an emphasis in the major assigned teaching area; and

(2) Applicant agrees to complete a master's degree within three calendar years in major assigned teaching area.

2. Vocational faculty

a. Preference is given to an applicant who holds a bachelor's degree and who holds or qualifies for a valid certificate in vocational education as specified by the Washington State Commission for Vocational Education.

b. The applicant will be considered if he/she does not hold a bachelor's degree but meets the needs of the college, holds or qualifies for a vocational certificate, and is willing to develop an educational plan for the completion of a bachelor's degree.

B. Counselors

1. A master's degree with an emphasis in the major assigned area is required.

7.2 Hiring Standards (Continued)

2. If the applicant meets the needs of the college but does not have a master's degree, his/her application will be considered if the following conditions apply:

   a. Applicant has a bachelor's degree plus 24 completed quarterly graduate hours with an emphasis in the major assigned area; and

   b. Applicant agrees to complete a master's degree within three calendar years in major assigned area.

C. Librarians

1. Applicant holds a master's degree from an ALA accredited library school; or

2. Applicant holds a master's degree in library science and demonstrated skills; or

3. Applicant holds a bachelor's degree in library science, plus five years experience and demonstrated skills.

D. Part-time Instructors

Part-time instructors for credit classes will be expected to have the same credentials as their full-time counterparts.

7.3 Hiring Procedures.

A. Full-time academic employees

1. The vice president of the appropriate area, in consultation with the appropriate dean, associate dean, or director, will prepare a position announcement for the personnel office.

2. The position will be advertised by the personnel office in accordance with district procedures.

3. Each applicant must submit a complete application file (resume', reference letters, application form and transcripts) by the announced closing date. Incomplete application files from any candidate will not be provided to the screening committee.

4. The screening committee shall be composed of the appropriate dean; one faculty member from the teaching area of the unit being recruited and two faculty members from the general faculty appointed by the AHE; and the vice president of instructional services.

5. A minimum of three eligible candidates shall be recommended to the personnel officer no later than ten working days after the closing of the recruiting period. In the event the screening committee is unable to arrive at a minimum of three eligible candidates, the screening committee may request the president, in consultation with the AHE president, to reopen the recruitment process.

6. The personnel officer shall invite the candidates to the campus for interviews with the screening committee and the president.

7. The personnel officer shall prepare the interview procedure with the screening committee and

7.3 Hiring Procedures (Continued)

the president. All interview procedures shall be in accordance with affirmative action/equal employment opportunity requirements.

8. The vice president or designee shall conduct a reference check for the screening committee and report the findings to the committee. The screening committee shall assist in the preparation of the questions to be used in the reference check.

9. Within two working days, the screening committee shall present to the president their recommendation in ranked order.

10. The president reserves the right to decline the recommendation of the screening committee. Should this situation occur, the president shall request that the screening committee provide additional eligible candidates for consideration.

11. The president will report the final selection to the Board of Trustees as part of the regular monthly board meeting.

B. Part-time Academic Employees

An employment file for part-time academic employees shall be maintained by the employer. The appropriate administrative supervisor in consultation with the appropriate unit chair shall assign qualified temporary academic employees to quarterly classes from the employment file.

7.4 Workload Standards.

A. Full-time Instructors

In defining teaching loads, the college utilizes traditional concepts of what constitutes a full-time teaching load gleaned from data experienced by other community colleges in the state system, suggested load assignments from various professional associations, studies made by other community colleges, and workload standards established under 7.4 of this agreement. All these factors are mutually considered by the faculty and administration in resolving teaching load problems.

1. A regular full-time teaching load will be made up of day classes. This does not preclude an academic employee from teaching a combination of day and evening classes at his/her choice. In the event it is required to assign an evening class to an academic employee in order to provide the academic employee with a full load, the academic employee shall be notified of such necessity in advance, and the necessity shall be discussed with the employee prior to actual assignment.

2. With the consent of the individual academic employee, the contractual obligations to the district may include non-credit courses, workshops, seminars, curriculum development, and student club advising activities.

3. In attempting to establish "equity of load", the following three components will be considered: (a) teaching, (b) student advising, (c) committee assignments.

a. Teaching Assignment.

(1) The teaching workload will be described in terms of contact hours per quarter.

7.4 Workload Standards. (Continued)

When the range is exceeded, it shall be at the request of the vice president of instructional services, dean, or associate dean, with the concurrence of the academic employee.

(2) Academic employees who accept a teaching assignment exceeding the maximum contact hour limit will be given additional compensation at the appropriate rate from the part-time hourly salary schedule.

(3) An academic employee is considered to have a full teaching load with the following assignments:

Lecture		14-16 contact hours (45 average for 3 quarters)
Lab-lecture	Type[a]	18-20 contact hours (54 average for 3 quarters)
Lab-lecture	Type[b]	20-22 contact hours (60 average for 3 quarters)
Lab-lecture	Type[c]	24-26 contact hours (75 average for 3 quarters)
Clinical lab-supervisory	Type[d]	30 contact hours (90 average for 3 quarters)

Type[a] courses: lab science courses
Type[b] courses: office occupations, P E, art, accounting technology, business technology
Type[c] courses: automotive, refrigeration, ABE, nursing, developmental skills, agriculture, skiing
Type[d] courses: allied health, cooperative education, clinics

(4) Full-time academic employees may be credited with an evening overload assignment on an extra-contractual basis for hourly compensation not to exceed a total of five credit hours per quarter. Exceptions may be granted by the vice president of instructional services in consultation with the president only for special circumstances.

(5) The above contact hours are considered minimum and maximum hours which constitute a full teaching load for the academic year 1987-88. By mutual agreement, these standards may be changed for the academic year 1988-89.

b. Student Advising

Not later than winter quarter 1988, all faculty will participate in the advising program. It will be the responsibility of the administration to train advisors and provide the necessary advising materials. All advisors will be expected to participate in the advisor workshops.

7.4 Workload Standards (Continued)

(1) Transfer - Academic employees whose major teaching load is in the "transfer area" will be assigned not more than 30 students for academic advising.

(2) Vocational and Special Programs - Advising for academic employees teaching in a vocational and special program area is part of the teaching load responsibilities and may be done during the classroom lab or office hour time frame.

c. Committee Assignments

All academic employees will be assigned to one of the major college standing committees.

5. Each academic employee will be assigned to a unit as determined by a majority of the teaching assignment. As a member of a unit, the academic employee will be responsible for attending regular unit meetings, participating in schedule development and budget development, and adhering to the established budget.

6. Release time may be granted by the vice president of instructional services and approved by the president for curriculum development, program coordination, student advising, or other related instructional activities.

7. It is recognized that some academic employees are responsible for the supervision of paraprofessionals. Paraprofessional personnel may be used to supplement an overload situation, but time spent by an assistant cannot be used to reduce a full load.

8. Disputes in academic workload shall be referred to the load and schedule appeals committee.

a. Purpose

A load and schedule appeals committee shall recommend to the district president a resolution to any dispute about assigned workload and schedule.

b. Composition of Committee

1. The committee shall be made up of two administrators appointed by the president of the district, and three academic employees selected by the Association, including at least one occupational program instructor and at least one academic instructor.

2. The committee shall elect a chairman and a secretary.

3. The term of office of the academic employees shall be three years with one being replaced every year.

c. Referrals

Either an academic employee or administrator may refer disputed faculty workload questions to the committee.

d. Recommendation of Committee

The committee will recommend to the president that the load be changed or remain as assigned.

7.4 Workload Standards (Continued)

e. Appropriate Formula

The committee may use any formula or other measure it deems appropriate to analyze load equity.

f. Exemption

Decisions reached pursuant to the process defined in this article shall be exempted from Article V. Prior Practice.

9. Overload Assignments

a. Full-time academic employees may teach an overload assignment on an extra-contractual basis for hourly compensation not to exceed five credit hours per quarter. This must be an evening college assignment.

b. Exceptions may be granted by the vice president of instructional services for special circumstances, with the approval of the president.

c. Full-time academic employees qualified to teach a specific course will be given an opportunity to teach before names are drawn from the part-time faculty pool.

B. Counselors

Counseling personnel are responsible for developing a 35-hour weekly schedule of professional responsibilities in conjunction with the appropriate administrator.

C. Librarians

A librarian with a full-time academic employee appointment shall be required to be on campus, at other locations, and/or travel between assignments for forty hours per week.

D. Part-time Instructors

1. Hourly Employees

a. An hourly employee shall be limited to the following:

(1) A maximum of 10 credit hours per any one quarter.

(2) A maximum of 15 credit hours for any two consecutive quarters.

(3) A maximum of 22.5 credit hours per year, excluding summer.

b. Salary is based on the contact hour rate as listed in the current part-time faculty salary schedule.

c. The following credit hour equivalents shall be used in determining the ratios between part-time and full-time loads. A credit hour is defined as follows:

7.4 Workload Standards (Continued)

One hour lecture	1.0 credit hour
One hour lab	.5 credit hour
One hour PE activity	.5 credit hour
One hour clinical supervision (nursing)	.375 credit hour
One hour ECE supervision	.375 credit hour
Work experience/cooperative education supervision (6 student enrollments)	1.0 credit hour

d. Exceptions to these standards may be granted by the vice president of instructional services, in consultation with the president, for extenuating circumstances.

2. Prorated Contracts

a. Leave Replacements

(1) A prorated contract may be offered to instructors filling in as a leave replacement.

(2) Prorated contracts may be offered for a period of one to three quarters.

(3) Prorated contracts may be offered as follows:

(a) Three-quarter replacement - minimum of five contact hours per quarter.

(b) Two-quarter replacement - minimum of ten contact hours per quarter.

(c) One-quarter replacement - minimum of fifteen contact hours per quarter.

b. Special Program Needs

A prorated contract based on the full-time position description may be offered for academic employees who will be teaching a 50 percent load or more for the full year, excluding summer session. The prorated contract will assume a prorated portion of a full-time workload as defined in section 7.4.A.

c. Tenure

No credit toward tenure shall be given for prorated contacts or hourly employees.

E. Minimum Class Size for Overload or Part-time Academic Employees

1. Day classes

a. The minimum class size for day classes shall be ten students (excluding tuition-waiver students) as of the fourth day of instruction.

b. The justification for cancelling a day class which has an enrollment of less than ten students as of the fourth day of instruction will be reviewed by the vice president of instructional services, the unit chair, and the instructor of the class. No class will be cancelled prior to such review. Final authority shall rest with the vice president of

7.4 Workload Standards (Continued)

instructional services.

c. Exceptions to the minimum class size policy may be granted by the vice president of instructional services for the following reasons:

(1) Continuing (sequential) and advanced classes described as follows:

(a) Courses must have a prerequisite which is included in the sequence in order to be considered; e.g. Spanish 101 and 102, Chemistry 122 and 123.

(b) The course in question may not be taken out of sequence.

(c) The course must satisfy a certificate or degree requirement as defined in the current catalog.

(d) Specialized courses which, due to the subject matter content, are offered every other year.

(2) Classes where enrolment is limited due to facility or state regulations.

(3) Classes which meet special program or scheduling needs.

2. Extended day/summer school classes

a. The minimum class size for extended day classes shall be ten students as of the second class meeting.

b. All classes with an enrollment of ten or more students by the first meeting of the second week of the term will be considered to have "made". Instructors will be paid at the published rate.

c. All classes with an enrollment of seven to nine students by the first meeting of the second week of the quarter will be considered "optional". Instructors shall be given the option of teaching the class in question at a lower rate of pay (since the college receives less reimbursement).

(1) The rate of pay will be reduced by 1/10th per student enrollment.

(2) Should enrollment for an "optional" class rise to ten or more during the third week, it will be reclassified as a regular class.

(3) All classes with an enrollment of six or less students by the first meeting of the second week of the term may be cancelled.

(4) Requests for exceptions to this policy should be directed to the instruction office. This policy only covers classes taught by part-time instructors or as overload by full-time instructors.

ARTICLE 8 - TENURE, FACULTY CONTRACTS, DISMISSAL, REDUCTION-IN-FORCE PROCEDURES

8.1 Purpose.

The Board of Trustees of Community College District No. 15, pursuant to the mandate of RCW 28B.50.852, adopts the following rules and regulations implementing RCW 28B.50.850 through 28B.50.869, RCW 28B.19.110 and Chapter 13, Laws of 1981, 2nd Ex. Session, governing probationary faculty appointments, faculty tenure, faculty employment contracts, and dismissal at Wenatchee Valley College and subsequent community colleges hereafter established within Community College District No. 15.

8.2 Definitions.

A. "Academic employee" shall mean any teacher, counselor, librarian, or unit head who is employed by Community College District No. 15 with the exception of the chief administrative officer of, and any administrator in, Community College District No. 15.

B. "Administrative appointment" shall mean employment in a specific administrative position as determined by the appointing authority.

C. "Appointing authority" shall mean the Board of Trustees of Community College District No. 15.

D. "Days" shall mean business days exclusive of Saturday, Sunday, and holidays.

E. "Dismissal committee hearing" shall mean an informal hearing required by RCW 28B.50.850 through 28B.50.869 and provided for in RCW 28B.19.110. and incorporating Chapter 13, Laws of 1981, 2nd Ex. Session.

F. "Faculty appointment":

1. Except as otherwise provided in subsection E.2. below, "faculty appointment" shall mean full-time employment as a teacher, counselor, librarian, or other position for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments. Faculty appointments shall also mean department [or unit] heads, division heads, and administrators to the extent that such department [or unit] heads, division heads, or administrators have had or do have status as a teacher, counselor, or librarian.

2. "Faculty appointment" shall not mean special faculty appointment as a teacher, counselor, librarian, or other positions as enumerated in subsection F.1. of this section, when such employment results from special funds provided to Community College District No. 15 from federal monies or other special funds which other funds are designated as "special funds" by the State Board for Community College Education: Provided that such "special funds" so designated by the State Board for purposes of this act shall apply only to teachers, counselors, and librarians hired from grants and service agreements and teachers, counselors, and librarians hired to non-formula positions. A special faculty appointment resulting from such special financing may be terminated upon a reduction or elimination of funding or a reduction or elimination of program:

3. Provided further, a faculty appointee holding a faculty appointment pursuant to subsections A. or F.1. who has been subsequently transferred to a position financed from "special funds" pursuant to subsection F.2. and who thereafter loses his/her position upon reduction or elimination of such "special funding" shall be entitled to be returned to his/her previous status

8.2 Definitions. (Continued)

as a faculty appointee pursuant to subsection A. or F.1. depending upon his/her status prior to the "special funding" transfer. Notwithstanding the fact that tenure shall not be granted to anyone holding a special faculty appointment, the termination of any such faculty appointment prior to the expiration of the term of such academic employee's individual contract for any cause which is not related to elimination or reduction of financing or the elimination or reduction of program shall be considered a termination for cause subject to the provisions of this policy.

G. "Needed duties" are those duties normally associated with a professional assignment as a teacher, counselor, or librarian at Community College District No. 15, including, but not limited to, programs, course offerings and/or services, teaching scheduled classes, developing course outlines, holding conferences with students, maintaining records of student progress evaluation, providing records as may be required, serving on college committees, serving as coach or director of an instructionally-related activity.

H. "Probationary faculty appointment" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's terms of employment.

I. "Probationer" shall mean an individual holding a probationary faculty appointment.

J. "Reduction-in-force" is an action approved by the Board of Trustees which reduces the number of and/or reassigns academic employees in accordance with the criteria and procedures established in this agreement.

K. "Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process. The tenure process for any probationer begins fall quarter.

8.3 Eligibility for Tenure.

A. As stipulated by law, tenure shall be granted only to full-time faculty appointments. The Board of Trustees, acting as the appointing authority, may award "faculty tenure following a probationary period not to exceed three consecutive regular college years excluding summer quarter; provided, that tenure may be awarded at any time as may be determined by the appointing authority after it has given reasonable consideration to the recommendations of the tenure review committee".

B. Tenure track appointments shall commence fall quarter of each year. Faculty appointments other than fall quarter shall be considered temporary until the following fall quarter.

8.4 Tenure Review Committee.

A. A separate tenure review committee shall be established for each probationer by October 15. The committee shall be responsible for the probationer until he/she is either granted tenure, or is no longer employed with Community College District 15. If a vacancy occurs during the terms of service of the tenure review committee, the AHE will appoint a replacement.

B. Each tenure review committee shall be composed of a member of the administrative staff, a student representative, and three tenured academic employees. The members representing the academic employees on each review committee shall be selected by a majority of the academic employees acting in a body. The student representative, who shall be a full-time student, shall be chosen by the student association. The president shall appoint the administrative representative.

8.4 Tenure Review Committee. (Continued)

C. Each tenure review committee shall begin functioning no later than six weeks after the day that the probationer has begun his/her duties. The first meeting will be called by the appropriate administrator. After that, each committee will choose its own chairman and meet at the call of the chair when the need for such a meeting arises.

8.5 **Evaluation of the Probationer.**

A. All evaluation information will be considered confidential by members of the tenure review committee.

B. Each tenure review committee shall evaluate only the probationer's effectiveness in his/her appointment. In addition to the opinion of committee members, other professional judgments regarding the probationer's effectiveness may be considered.

C. Each review committee shall consider the following standards in the course of evaluating the effectiveness of each full-time probationer:

1. The probationer's instructional skills.
2. The probationer's relationship with students.
3. The probationer's relationship with peer faculty.
4. The probationer's relationship with administration.
5. The probationer's knowledge of subject matter.
6. The probationer's adherence to the institution's mission, objectives and policies.
7. The probationer's action toward professional improvement and development.
8. The probationer's action toward improvement of course outlines and classroom materials, equipment, supplies, tools, and inventory.

D. Each tenure review committee shall use a four-part evaluation process which includes student evaluations, self-evaluations, peer evaluations, and an administrative evaluation.

E. An observation of the probationer while he/she is performing his/her professional responsibilities shall be a part of the evaluation process. The members of the tenure review committee who shall make the observation, in consultation with the probationer, shall determine the frequency of such observations.

8.6 **Communication of Evaluation Results.**

A. A written evaluation noting areas of proficiency and deficiency shall be made for each observation.

B. Within ten days after each observation, the observer shall meet with the probationer to discuss his/her performance and the evaluation report.

C. Each tenure review committee shall meet as a body and summarize a report listing the probationer's proficiencies, deficiencies, and recommendations for improvement. The committee will then meet

8.6 Communication of Evaluation Results. (Continued)

with the probationer to discuss this report and furnish the probationer with a copy.

D. If the probationer has any disagreements in regard to matters noted by the review committee on its evaluation report, he or she may so note the disagreement in writing within ten days after receipt of his/her copy.

E. Copies of the final evaluation report and the tenure review committees, recommendations on tenure, further probation, or dismissal shall be sent to the appropriate vice president, who will forward it to the college president, who will submit it to the Board of Trustees.

F. If at any time prior to February 1 of the regular college year the tenure review committee recommends nonrenewal of the probationer's contract, or if before February 1, during the probationer's third year of appointment, the tenure review committee recommends that tenure not be awarded said probationer, written notice thereof shall be transmitted to the president of the college, who in turn shall forward the same to the appointing authority and to the probationer.

8.7 **Board Decisions Regarding Tenure.**

A. Upon receiving the various recommendations regarding the award or non-award of tenure or the nonrenewal of a contract of the evaluated probationers, the Board of Trustees shall, before its regular March meeting, examine the records of the probationer(s) so referred to them and give reasonable consideration to the recommendation of the tenure review committee as to the award or non-award of tenure or the nonrenewal of a contract to said probationer or probationers.

B. All board decisions regarding the award or non-award of tenure to probationers considered pursuant to this section shall be accomplished by no later than the last board meeting of the winter quarter. Written notice of such award or non-award shall be transmitted by the board to the probationer no later than the last day of winter quarter.

C. The final decision to award or withhold tenure, or to continue probationary status for faculty, shall rest with the Board of Trustees after it has given reasonable consideration to the recommendation of the tenure review committee and the college president. Any recommendations of the tenure review committee and the president shall be advisory only and not binding upon the Board of Trustees. The Association and the president agree that the ultimate authority to grant or deny tenure, or continuing probationary status, for faculty is vested with the Board of Trustees.

D. As a general practice, the Board of Trustees does not grant tenure prior to the end of the second year of probation.

8.8 **Employment Contracts.**

A. Original Employment Agreement

The appointing authority shall, pursuant to RCW 28B.50.855, provide each full-time academic employee, immediately upon initial employment, with a written employment agreement for a term of one year or portion thereof, including all conditions and responsibilities attached thereto; provided that a statement in each agreement incorporating by reference the Policies and Procedures Manual, all adopted policy, and the rules and regulations promulgated by the Board of Trustees of Community College District No. 15 shall be deemed to comply with this rule.

8.8 Employment Contracts. (Continued)

B. Subsequent Employment Agreement

Each year thereafter, the appointing authority shall provide each individual academic employee with a new agreement by no later than 60 calendar days prior to the ensuing academic year. Each individual academic employee who intends to return to employment in his/her respective tenured or probationary appointment in the ensuing academic year shall so notify the appointing authority by signing the written agreement and returning it to the college president by no later than 30 calendar days after issuance.

C. Failure to Sign Agreement

Failure to return a signed agreement on a timely basis shall mean such individual academic employee does not intend to return to the tenured or probationary faculty appointment and no longer desires to be employed by the college.

8.9 Dismissals.

A. Nonrenewal of Tenured Faculty Contracts

The appointing authority shall be deemed to have authority not to renew the contract of any tenured faculty appointee because of budgetary reasons, change of instructional program, or continuing lack of sufficient student involvement in a particular program.

1. Notice of such nonrenewal for the ensuing academic year shall be tendered to the individual tenured faculty appointee by the college president prior to February 1 of any academic college year. The notice shall contain a statement as to whether the nonrenewal is required by budget reasons, a change of instructional program, or continuing lack of sufficient students participating in a particular instructional program.

2. After the college president has tendered notice of nonrenewal to the individual tenured faculty appointee pursuant to the requirements of the preceding paragraph, the college president shall then refer the matter to the dismissal review committee, at least ten days prior to the last day of winter quarter of the college academic year. At the same time the matter is referred to the dismissal review committee, the college president shall:

   a. Determine whether the individual faculty appointee is qualified for another faculty position within Community College District No. 15; or

   b. If such academic employee is not qualified for another position in the district, the college president shall use his/her best efforts in attempting to procure similar employment for such academic employee at other community college(s) within the state of Washington.

B. Dismissal for Sufficient Cause

1. Basis

   a. Tenured academic employees may be dismissed for sufficient cause.

   b. A probationer shall not be dismissed prior to the written terms of his/her appointment except for sufficient cause.

8.9 Dismissals. (Continued)

c. Sufficient cause shall include the following enumerated grounds:

(1) Any unlawful act of violence or incitement to violence.

(2) Any unlawful act resulting in the destruction of community college property.

(3) Any unlawful interference with orderly conduct of the educational process; unprofessional conduct; or breach of employment contract.

(4) Incompetence in performing the assignment as outlined in section 7.1 of this Agreement.

2. Procedure

a. The appropriate vice president and a representative of the Association shall jointly investigate all matters regarding dismissal for cause of a tenured academic employee or probationary academic employee prior to the expiration of such probationary faculty appointee's employment term.

b. If either the appropriate vice president or the Association representative working jointly has cause to believe that an academic employee should be dismissed for cause, he/she shall advise the college president. If the college president deems a sufficient cause exists, the president shall discuss the matter with the individual academic employee involved within ten days.

c. The college president has ten days from the date of discussion with the academic employee in which to initiate charges. A formal charge will be brought against the academic employee in the following manner:

(1) A letter over the signature of the college president will be sent to the academic employee when a charge of dismissal for sufficient cause is made.

(2) Copies of this letter will go to the president of the Association.

d. In the event of a dismissal, the dismissal review committee shall convene as specified in section 8.12.

C. Dismissal/Reduction in Force for Sufficient Economic Cause

1. Purpose

The Board of Trustees of Community College District No. 15 is charged with the responsibility of providing services to the citizens of the district. The board perceives the reduction-in-force policy as an activity to be implemented only in the event of financial emergency as defined below. A reduction-in-force deemed necessary under the procedures of the policy is to be considered a temporary financial emergency due to:

a. Lack of sufficient funds at the district level.

b. State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, 2nd Ex. Session, Ch. 13, S.1 under the following conditions:

8.9 Dismissals. (Continued)

(1) Reduction of allotments by the Governor pursuant to RCW 43.88.110 (2), or

(2) Reduction by the legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

2. Determination of Need for Reduction-in-Force

a. A budget review task force will be established for the purpose of providing a continuous flow of information concerning the budget to faculty, classified staff, students, and administration of the college, and for the purpose of monitoring the possibility of a financial crisis in the district.

b. The budget review task force shall consist of the director of financial services (chairman), the vice president of instructional services, the vice president of student services, and three members from the Association.

c. The task force shall meet at the call of the chairman, but not less than once each quarter.

d. Findings and/or recommendations of the task force will be made to the president's cabinet and the Association.

3. Identification of Financial Emergency

a. When the president's cabinet becomes aware of a problem(s) which may constitute a financial emergency, the president shall notify the Association president of the problem(s). This notice shall be in writing and shall include a statement explaining the financial emergency which may necessitate a reduction-in-force.

b. The president's cabinet shall meet and discuss the problem(s) with the Association representatives. The meeting(s) shall include exchanges of information which will establish the need for such reductions in professional employees, together with any alternatives or options which either party feels are available.

c. The final determination for the need for a reduction-in-force of an academic employee shall be made by the president. At the time a decision is made for a reduction-in-force of academic employees, full consideration shall have been given to appropriate reductions of classified and administrative employees.

4. Determination of Comprehensive Educational Services

a. If the number of academic employees is to be reduced, the appropriate vice president/dean shall, after receiving the considered opinion of Instruction Council and the units, evaluate which programs, course offerings, and/or other academic employee services are most necessary to maintain a comprehensive educational program at Community College District No. 15, as stated in the annual plan.

b. The vice president/dean will make a recommendation to the president's cabinet and the Association. Consideration shall be given, but not limited, to the following factors:

(1) State of Washington law, directives, and guidelines;

8.9 Dismissals. (Continued)

(2) The enrollment and the trends in enrollment and their effect upon each seniority unit;

(3) The stated goals and objectives of Wenatchee Valley College;

(4) Total instructional program at Wenatchee Valley College;

(5) Size of division in terms of number of instructors;

(6) Number of faculty teaching similar subjects;

(7) Qualification of instructor in terms of degrees, work experience, and other applicable parameters;

c. In those cases where academic employees are part of an administrative instructional support unit, service demand shall be the primary criteria in addition to the applicable criteria for instructional personnel.

d. Those duties associated with the programs, course offerings, and/or other services determined to be most necessary will be considered needed duties of a academic employee.

e. After considering the recommendations, the president will make the final determination of the most necessary programs, course offerings, and/or other academic employee services.

5. Determination of Number of Academic Employees to be Laid Off

a. If the number of academic employees is to be reduced, the president, in consultation with the appropriate vice president/dean, will decide in which seniority units such reductions will occur and which academic employees may be affected.

b. The appropriate vice president/dean will explore the possibility of reassigning the needed duties of the affected academic employee to other members of the seniority unit. If a replacement cannot be found within the seniority unit, the needed duties of the affected academic employee may be reassigned to other qualified full-time academic employees of the institution. The appropriate vice president/dean will recommend to the president which duties an academic employee is qualified to perform.

6. Seniority Units and Determinations of Seniority

a. Seniority Units

The seniority units for the purpose of reduction-in-force will include all academic employees of District 15. The seniority units from which the president will determine are most necessary to the operation of the district are as follows:

Success Center
Humanities
Social Sciences/PE
Math/Science
Business/Office Administration
Allied Health
Industrial/Technical
WVC-North
Student Services

8.9 Dismissals (Continued)

b. Assignment to Seniority Units

(1) Academic employees will be assigned to a seniority unit by the president after consultation with the appropriate vice president/dean.

(2) The evaluation is to be based on the majority of the full-time academic assignment for the previous three instructional quarters.

c. Notification of Seniority Unit Assignment

Each academic employee shall be notified in writing of his/her assignment to a seniority unit.

(1) By November 1 of each year, each employee will be assigned to a seniority unit.

(2) New employees will be assigned to a seniority unit within one teaching quarter of the beginning of his/her teaching or counseling assignment.

d. Establishing Seniority Unit Ranking

The placement of each academic employee in a seniority unit shall be determined by:

(1) The date the employee signed the first full-time tenure track professional contract with Community College District No. 15.

(a) A period of professional leave status shall receive full allowance for the years of full-time service.

(b) Board-approved leave of absence without pay can be considered within the formula of seniority service.

(c) The computation formula must allow the period of time served at full-time status as a Wenatchee Valley College employee prior to the 1967 act creating the State Board for Community College Education.

(2) In the event the college records are not clear as to the date the professional employee signed the initial contract, the computation date shall be determined from the date on which the college president, or properly designated representative, authorized the official hiring action by signing an employment action.

(3) In the event the full-time employment contracts of individual academic employees bear the same signing date, seniority shall be determined by:

(a) The first date of the signature of a letter of intent by the academic employee to accept employment; or

(b) The first date of application for employment.

e. Appeal of Seniority Unit Assignment

(1) An academic employee who feels he/she has been incorrectly placed in a seniority

8.9 Dismissals (Continued)

unit shall have the right to appeal the assignment by submitting a written request to the president within five working days following the notification to the employee of that assignment.

(2) The president's written decision, including the basis for the decision, shall be forwarded to the academic employee and the appropriate vice president/dean within five working days following receipt of the employee's appeal.

(3) In the event the academic employee is not satisfied with the decision, he/she may request a hearing with the president by submitting a written request to the president within five days of receipt of the president's appeal decision. The request must include the basis for the appeal.

(4) The hearing shall be convened within seven working days after the employee has submitted the written request to the president.

(5) The president's final decision, setting forth the action to be followed, shall be submitted to the academic employee and the appropriate vice president/dean within seven working days of the hearing.

(6) The academic employee reserves the right to be represented and/or accompanied by a professional colleague during the entire appeal process.

7. Order of Layoff

a. Prior to the layoff of any academic employee for the following academic year, the following procedures will be in force:

(1) Normal academic employee resignations will not be replaced, providing the academic employee(s) scheduled for layoff are qualified to professionally fill the positions being vacated by the resignations.

(2) Retirements will not be replaced, providing the academic employee(s) scheduled for layoff are qualified to professionally fill the positions being vacated by the retirees.

(3) Academic employees on leave will not be replaced for the period of the approved leave, providing the academic employee(s) scheduled for layoff are qualified to professionally fill the positions being vacated by the person scheduled for an approved leave.

(4) Positions that may be vacant may be filled by the person(s) scheduled for layoff providing the employee is professionally qualified for the vacant position.

b. After taking the preceding actions, the reduction-in-force shall be implemented within a seniority unit in the following order of layoff:

(1) Academic employees holding temporary contracts. (Temporary contracted academic employees, i.e. replacements for tenured academic employees on approved leave.)

(2) Probationary academic employees proceeding in order of the least amount of service and progressing toward the greater period of service.

8.9 Dismissals (Continued)

(3) Full-time tenured academic employees proceeding in order of the least amount of service and progressing toward the greater period of service to Wenatchee Valley College.

8. Rights of Full-time Academic Employees on Layoff Status

a. Academic employees who have been laid off as a result of this reduction-in-force shall have the right to be recalled. The period of recall shall extend to September 1, three years after the effective date of the layoff.

b. Recall shall be in order of reverse seniority, to any academic employees position, either a newly-created position or a vacancy, provided the academic employee is qualified to fill the position.

c. At least twenty days before a decision is made to fill a position, the appropriate vice president/dean shall notify all appropriate academic employees who are on layoff status.

d. An academic employee's past educational training, degrees obtained, past positions, and related experience shall be the factors considered for determining qualifications in filling position openings.

e. Tenured employees on layoff shall have priority at part-time teaching positions at Wenatchee Valley College.

f. Upon recall, full-time academic employees who have been laid off as a result of this policy shall retain all accrued benefits such as sick leave and seniority.

g. In the event a academic employee is laid off for reasons of this policy, the president of the college shall assist the affected employee, if so requested, by preparing a written statement for the employee's use in securing another position, stating that the layoff was for financial reasons and listing the employee's qualifications and other pertinent information.

h. While a layoff continues, no new hires will be permitted, except in the following circumstances:

(1) No academic employees on layoff status are qualified for timely retraining to fill a vacant position; or

(2) All qualified academic employees on layoff status decline the offer to fill a vacancy.

i. If an academic employee on layoff status declines an offer to fill a vacancy for which he/she is qualified, that employee will be removed from layoff status and will lose priority listing.

8.10 Hearing Procedure for Dismissals.

A. Notice

1. After it is determined that dismissal proceedings should be initiated, the president shall specify the grounds constituting cause for dismissal, serve written notice of the cause(s) to the

8.10 Hearing Procedure for Dismissals. (Continued)

affected employee(s) and provide copies to the dismissal review committee.

2. The notice shall include:

a. A statement of the time, place, and nature of the hearing (the hearing must be held not less than ten days after written notice);

b. A statement of the legal authority and jurisdiction under which the hearing is to be held;

c. A reference to the particular rules of the college that are involved;

d. A short and plain statement of the matters asserted.

(1) In the case of a reduction in force for the reasons set forth in section 8.9.C.1, this shall include a statement of (a) the grounds for reduction in force as delineated in this section and (b) the basis for selection of the affected employee.

(2) In the case of a reduction in force for reasons set forth in section 8.9.C.1, this shall clearly indicate the separation is not due to the job performance of the employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for reduction in force as one or both of the reasons set forth in section 8.9.C.1.

(3) The notice must also indicate the effective date of separation from service.

B. Request for Hearing

1. The affected employee shall have ten days from the date of the notice of dismissal to make a written request for a hearing.

2. If the affected employee does not request such a hearing from the president of the college within seven days, the president will request a written determination from the employee as to whether he/she wishes to avail himself/herself of the right to a hearing.

3. If the employee fails to respond within the ten days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing.

4. The decision of an employee not to request a hearing shall be communicated to the dismissal review committee and Board of Trustees.

5. Furthermore, a timely written request for a hearing within the above ten-day period is deemed jurisdictional.

C. Procedural Rights of Affected Employees

An affected employee who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Higher Education Administrative Procedures Act, Chapter 28B.19 RCW, and shall have the following procedural rights:

1. The right to confront and cross-examine adverse witnesses, provided that when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of

8.10 Hearing Procedure for Dismissals. (Continued)

the statement of the witness reduced to writing shall be disclosed to the academic employee at least ten days prior to the hearing on the matter toward which the testimony of the witness is considered material.

2. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.

3. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.

4. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to Chapter 28B.19 RCW.

5. The right to counsel of his/her choosing who may appear and act on his/her behalf at the hearings.

6. The right to have witnesses sworn and testify under oath.

D. Hearing Officer

1. Appointment:

a. Upon receipt of a request for a hearing from an affected employee, the president shall notify the Board of Trustees and request that the Board of Trustees appoint an impartial hearing officer.

b. In the case of a reduction in force for reasons set forth in section 8.9, at the time of a academic employee's (or members') request for formal hearing, said academic employee(s) may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a academic employee for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes thereof; provided that where there is more than one academic employee affected by the Board of Trustees' reduction in force, such academic employees requesting hearing must act collectively in making such request; provided further that costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the academic employee(s) requesting hearing.

c. When the appointment has been made, the Board of Trustees shall notify the parties and dismissal review committee of the appointment, specifying the name of the hearing officer.

2. Duties:

It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW 28B.19 and any procedural rules adopted by the district. The duties of the hearing officer include:

a. Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which he could not be compelled to divulge in a court of law;

b. Issuing subpoenas;

8.10 Hearing Procedure for Dismissals. (Continued)

c. Taking or causing depositions to be taken pursuant to rules promulgated by the institution;

d. Regulating the course of the hearing;

e. Holding conferences for the settlement or simplification of the issues by consent of the parties;

f. Disposing of procedural requests or similar matters;

g. Making all rulings regarding the evidentiary issues presented during the course of the dismissal review committee hearings;

h. Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

i. Allowing the dismissal review committee to hear testimony from all interested parties, including but not limited to academic employees and students, and reviewing any evidence offered by same;

j. Preparing his/her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than 30 days after the conclusion of the formal hearing or within ten days in the case of a reduction in force for reasons set forth in section 10.2.D. above, the written recommendation of the hearing officer will be presented to the president, committee, affected employee, and the Board of Trustees.

k. Responsibility for preparing and assembling a record for review by the Board of Trustees which shall include:

(1) All pleadings, motions, and rulings;

(2) All evidence received or considered;

(3) A statement of any matters officially noted;

(4) All questions and offers of proof, objections, and rulings thereon;

(5) His/her proposed findings, conclusions of law, and a recommended decision;

(6) A copy of the recommendations of the dismissal review committee.

l. Deciding, with advice from the dismissal review committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance;

m. Assurance that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;

8.10 Hearing Procedure for Dismissals. (Continued)

c. Length of Term

(1) Teaching faculty representatives on the dismissal review committee shall be elected to a three-year term, provided that if the probationary appointment of a probationer elected to the committee is not renewed, such term shall expire at the expiration of the probationary appointment.

(2) The terms of the regularly elected representatives shall commence on October 1 of the year in which they are elected and shall expire on September 30 of the year in which their term expires but shall continue until their successors are elected.

(3) The initially elected representatives shall draw lots for a one, two, or three-year term. When a vacancy occurs in one or more of the unexpired terms, the vice president of instructional services and the Association president shall convene the teaching faculty and faculty unit heads as soon as possible in order to elect a representative to fill the unexpired term. No academic employee shall succeed himself/herself until at least a one-year interval has elapsed.

(4) The president shall appoint the administrative representatives prior to October 1 of each academic year and shall set the date that the dismissal review committee shall meet for organization. The terms of the administrative representatives shall commence on October 1 of the year in which they are appointed and shall expire on September 30 of the year in which their term expires and shall continue until their successors are appointed.

4. Responsibilities

a. The responsibilities of the committee shall be:

(1) To review the case of the proposed dismissal.

(2) To attend the hearing and, at the discretion of the hearing officer, call and/or examine any witnesses.

(3) To hear testimony from all interested parties, including but not limited to other academic employees and students and review any evidence offered by same.

(4) To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than 30 days after the conclusion of the formal hearing and within seven days in the case of a reduction in force for reasons set forth in section 8.9, the written recommendations of the committee will be presented to the hearing officer, president, the affected academic employee, and the Board of Trustees.

b. The committee has the right of counsel.

5. Matters of Self

In no case shall a member of the committee sit in judgment of his/her own case, or the case of his/her spouse, parent, or child.

8.10 Hearing Procedure for Dismissals (Continued)

F. Final Decision by the Board of Trustees

The case shall be reviewed by the Board of Trustees as follows:

1. Board review shall be based on the record of the hearing below and on any record made before the Board of Trustees.

2. The board may permit an opportunity for oral or written argument or both by the parties or their representatives.

3. The board may hold such other proceedings as it deems advisable.

4. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the dismissal review committee and the hearing officer.

5. The dismissal review committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees.

6. The Board of Trustees shall, within 20 days following the conclusion of its review, notify the charged academic employee in writing of its final decision, and the effective date of dismissal.

G. Effective Date of Dismissals

1. The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the board's final written decision as determined in the discretion of the Board of Trustees (e.g. immediately, end of any academic quarter, expiration of the individual employment contract, etc.).

2. In the case of a reduction in force for reasons set forth in section 8.9, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract.

3. In the case of a reduction in force for reasons set forth in section 8.9, separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

H. Suspension

1. Suspension by the president during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected employee or others is threatened by his/her continuance.

2. Any such suspension shall be with pay.

I. Publicity

Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by any member of the Wenatchee Valley College community until all administrative proceedings and appeals have been completed.

8.11 Interim Suspension.

A. The president, or in his/her absence any officer of the college designated by the president for this purpose, may impose upon any member of the faculty an interim suspension whenever there is reasonable cause to believe that such person has committed and may reasonably be expected thereafter to continue to commit violent or disruptive acts which disrupt the orderly process of the college.

B. The notice of such suspension shall be in writing and state the nature, terms, and conditions of such suspension and shall include such restrictions on the use of campus facilities as the president of his/her designee deems in the best interest of the college.

C. The president shall then refer the matter as specified in section 8.10.

8.12 Administrator Tenure Considerations.

Administrative appointments as determined by the appointing authority shall not be eligible for tenure.

8.13 Severability.

If any section or part of a section of this chapter shall for any cause be unconstitutional or unlawful, such holding shall not affect the rest of this chapter or any other sections hereof.

8.14 Appeal from Board of Trustees Decision.

A. Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within 30 days after service of the final decision.

B. The filing of an appeal shall not stay enforcement of the decision of the Board of Trustees.

ARTICLE 9 - EVALUATION OF INSTRUCTIONAL PROGRAMS AND PROFESSIONAL EMPLOYEES

9.1 Purpose.

The purpose of evaluation shall be to improve the quality of the instructional program available to students of Community College District No. 15.

9.2 Responsibility.

A. The vice president of instructional services shall have final responsibility for evaluation of professional staff assigned to his/her supervision in concurrence with the unit chair.

B. The vice president of student services will have final responsibility for evaluation of professional staff assigned to his/her supervision.

9.3 Implementation.

A. Tenured academic employees shall be evaluated every five years.

B. The evaluation process shall be developed by the vice president of instructional services in cooperation with the Association.

C. Prior to implementation, the procedures to be utilized in the evaluation process must be approved by the Association, the college president, and the Board of Trustees.

ARTICLE 10 - PROFESSIONAL IMPROVEMENT

10.1 Provisions for Advancement.

Professional improvement advancement shall be subject to the provisions outlined in this article and the appropriate vice president's office will be notified by April 1 of the employee's intent to change placement on the salary schedule. The employee will have until September 15 to submit proof of work completed for proper salary placement. Professional improvement will be computed according to a completed 15 professional unit block. Only professional improvement units attained after the employee's initial placement on the salary schedule shall be given credit for advancement on the salary schedule. For vocational faculty, credit acknowledged under this section shall apply toward vocational certification, provided it is in compliance with WAC 131-16-093, 094 and a professional improvement plan is on file.

A. A detailed preapproved professional improvement plan must be on file with the appropriate vice president as a condition of advancement by May 15.

B. Salary advancement for professional improvement will be granted if the units taken relate to the instructor's professional plan, instructional discipline, or area of teaching responsibility.

C. Salary advancement for professional improvement may be granted for course work taken as a part of an approved degree program.

D. Academic course work:

1. Credit for academic course work will be accepted for professional improvement from any accredited institution of higher education on the ratio of one quarter hour or semester equivalent to one unit of professional improvement.

2. Credit will be subject to written prior approval of the appropriate vice president. Prior consultation is required, as credit for professional improvement is not automatic.

3. Undergraduate courses may be taken if approved as part of the individual professional development plan.

4. Appeals for course work taken outside the approval process outlined herein can be made to the appropriate vice president.

E. Work experience:

1. Work experience for professional improvement credit taken to maintain certification or improve competencies will be evaluated and recommended by the appropriate vice president and reviewed by the salary placement committee.

2. Approved work experience for professional improvement units will be 40 clock hours to one unit (limited to 10 PIUs over a 5-year period).

3. Credit will be awarded for self-employment work experience subject to the approval of the salary placement committee.

F. Travel experience:

1. Travel experience within and related to the area of the teaching assignment will be granted professional improvement units upon prior written approval of the appropriate vice president

10.1 Provisions for Advancement. (Continued)

at the rate of (one day of approved travel equals .2 units).

2. A comprehensive written description must be submitted by May 15 for the year in which the travel is planned.

3. A written response to the request will be returned to the employee within 15 working days.

4. Upon completion of the travel, a comprehensive written report must be furnished to the president.

G. Inservice training:

1. Inservice training, taken at the individual's own expense and within the teaching area assignment, may be given professional improvement credit. Training will consist of participation in training programs and noncredit institutes, workshops, and seminars of significant educational value.

2. Where professional improvement is granted, the employee must submit a written request to the appropriate vice president, who will respond in writing within five days, stating either approval or disapproval.

3. The amount of credit to be given in each case is subject to evaluation by the appropriate vice president. One full day (6 to 12 hours) equals .5 professional units.

H. Professional improvement credit may be given for publication as a result of research activities. This credit is subject to the evaluation and review by the appropriate vice president and salary placement committee. Fifty hours of research and development is equal to one unit.

I. Appeals for course work taken outside the approval process outlined herein can be made to the appropriate vice president.

10.2 In-service Training.

Academic employees attending pre-approved in-service classes during their normal working day shall suffer no loss of pay or fringe benefits.

10.3 Enrollment in WVC Classes.

Faculty members may take one course during the day with prior approval of the appropriate vice president. Application of such credit to salary advancement will be subject to the approval of the appropriate vice president and credit earned for salary advancement shall be subject to the provisions outlined in item 10.1 above.

10.4 Tuition and Fee Waivers

The employer shall waive tuition and fees for full-time academic employees subject to the following conditions:

A. Eligible employees will be required to pay a $5 nonrefundable records fee per quarter plus any special course fees.

10.4 Tuition and Fee Waivers (Continued)

B. Eligible employees may enroll in classes on a space-available basis only. Registration will take place for employees wishing to participate after the close of the last open enrollment period each quarter. During the first week of classes, a student wishing to enroll in a class who pays full fees may bump the employee from the course.

C. An employee enrolling in a self-support course must pay the full fee charged for that course.

D. Procedures will be set up with the college admissions office to record enrollment information for employees participating under this program. This information will be kept separate from other student enrollment and excluded from budget-related statistics.

E. Courses taken under the provisions of this section may not apply for salary advancement unless they are a part of a previously approved professional improvement plan consistent with the salary advancement guidelines herein.

F. There is no limit regarding the number of courses per quarter an employee may take.

G. Modification of schedules to participate in such activities shall be approved by the vice president of instructional services or appropriate dean.

H. No new or additional courses or course sections will be created for the purpose of accommodating enrollments of students enrolled on the basis of waivers under this section.

ARTICLE 11 - LEAVES

11.1 Cumulative Leave with Pay.

Cumulative leave with pay will be granted for illness, injury, bereavement, and emergencies and accumulated as follows:

A. Sick Leave with Pay

1. Full-time academic employees under contract to be employed, or otherwise employed, for at least three quarters shall accumulate twelve days of leave, commencing with the first day on which work is to be performed. Ten of such days shall be deemed compensable and two shall be deemed noncompensable.

2. After the first three quarter period of employment, leave is accumulated at the rate of one day for each calendar month. Such leave shall be deemed compensable for any month during which the academic employee performs full-time contractual services. The remaining accumulation shall be deemed noncompensable.

3. Sick leave heretofore accumulated pursuant to law, rule, regulation, or policy by persons presently employed by the district shall be added to leave accumulated under this section. Such leave shall be deemed compensable for any month during which the academic employee performed full-time contractual services. The remaining accumulation shall be deemed noncompensable.

4. Sick leave accumulated at any community college or community college district within the state of Washington shall be transferred to Wenatchee Valley College upon employment at Wenatchee Valley College. If no leave has been accumulated at a community college district within the state of Washington, then up to thirty days of accumulated leave at any public educational unit in the state of Washington or in business, industry, vocational, or professional fields directly related to the person's assignment may be transferred to the Wenatchee Valley College district upon employment at Wenatchee Valley College.

5. Sick leave accumulated at Wenatchee Valley College prior to leaving the employment of the college shall be regranted to an employee if the employee is re-employed by Community College District No. 15 within a five-year period.

6. Annually contracted part-time academic employees shall accumulate leave with full compensation for illness, injury, bereavement, and emergencies on the basis of one day per month for the first year of employment pro-rated to reflect the percentage of load. No accumulation shall be earned after the first year of employment. Leave earned prior to fall quarter, 1980, shall not be reduced. Leave earned under this section shall not be compensable for sick leave buyout purposes as defined in this article.

7. No deduction in pay will be made up to the total number of days of accrued personal leave. For emergency leave, bereavement leave, and the first two days of illness or injury in any calendar year, deductions from accrued personal leave shall be charged to any available noncompensable days until exhausted. Thereafter, charges shall be to compensable days. For all other personal leave, deductions from accrued leave shall be charged against compensable days until such account is exhausted. Thereafter, charges shall be to noncompensable days until exhausted. Persons absent beyond the total number of days of accrued personal leave shall have their pay deducted at the per diem rate of their annual contract for each day of absence.

11.1 Cumulative Leave with Pay. (Continued)

8. Pursuant to applicable statute, each full-time employee's portion of sick leave allowance shall accumulate from year to year without limit. Employees may cash in unused sick days above an accumulation of sixty compensable days at a ratio of one full day's pay for each four full accumulated compensable sick leave days consistent with the following rules:

   a. Days cashed in on January 1 of each year shall be limited to any compensable days earned the previous calendar year less sick leave days actually utilized during such period.

   b. Days cashed in upon death or retirement shall include all compensable days as herein defined which have not previously been cashed in. Retirement shall not include "vested out of service" employees who leave funds on deposit with the retirement system.

   c. No combination of circumstances shall result in more than one compensable day being earned per month.

9. At the end of each school year, each academic employee shall be notified of the amount of leave charged against each applicable category and the remaining accumulation.

B. Substitute Employee

If a substitute academic employee is required, arrangements will be made by the vice president of instructional services, the vice president of student services, or the associate dean of WVC-North. The substitute will be given a part-time hourly contract. Nothing herein shall be construed to require the district to provide substitutes or to compensate academic employees for replacing one another except in unusual circumstances approved by the vice president.

11.2 Noncumulative Leave with Pay.

A. Sabbatical Leave

1. Purpose

Sabbatical leave is an investment by the academic employees and by the institution in its programs and teaching efficiency. Criteria for the approval shall be for:

a. enhancing the quality of the program of the institution,

b. making possible reassignment in the event of a program change,

c. improving the applicant's professional abilities in his/her assignment.

2. Eligibility

All full-time academic employees, as defined in this document, may apply for sabbatical leave after completing five consecutive academic years of full-time service at Wenatchee Valley College. Other factors determining eligibility are:

a. Relevance

In the actual selection of persons for sabbatical leave, primary consideration will be given to the relevance of the proposal to the purpose stated above. Thus, leaves may be taken

11.2 Noncumulative Leave with Pay. (Continued)

for study, travel for professional development, research, or any other activity designed to improve the academic employee's professional effectiveness, (exclusive of writing of doctoral dissertations).

b. Number

Provided that qualified candidates apply and upon recommendation from the committee, at least three sabbatical leaves may be granted each biennium with not more than two occurring in any one year.

(1) In the case of a lack of qualified candidates for sabbatical leaves, one of the yearly leaves shall be converted into minigrants with $6,000 being set for such purpose. Grants will be available for up to $1,500 for the purpose of (a) professional study, (b) developing an entirely new instructional program, or (c) a major alteration of an existing program.

(2) Deadline for application for minigrants shall be March 1 with awards to be announced April 15. Recommendation of qualified candidates by the sabbatical leave committee shall be on the same basis as for sabbatical leaves.

(3) Curriculum development projects will be funded on a per week basis with a 25-hour on campus work week assumed. Recipients will receive $250 per week.

(4) Completed projects become the property of Wenatchee Valley College.

c. Effect

The continuity of the program within instructional units or administrative units will be considered. To assure this continuity, the college will make a serious attempt to secure a replacement for the academic employee.

d. Accumulation of Service

Upon return to Wenatchee Valley College, a full year grantee's accumulation of service for sabbatical leave shall begin at zero.

3. Application Procedures

a. Applicants must submit in writing a request to the president not later than February 1 for the subsequent year's leave.

b. The written request must include a detailed professional development plan of the purpose and activities to be undertaken.

4. Selection

a. Selection Committee

(1) A selection committee will review all requests for sabbatical leave and make a recommendation to the president.

11.2 Noncumulative Leave with Pay. (Continued)

(2) The committee will be composed of the vice president of instructional services who will serve as chairman, with voting rights; a second administrator appointed by the president; and three academic employees, at least one of whom shall be a vocational instructor, selected by the Association.

b. Recommendation to the Board of Trustees

(1) The President will make a recommendation to the Board of Trustees for action at an official meeting in March.

(2) Primary considerations to the granting of sabbatical leave shall be:

(a) length of service at Wenatchee Valley College and

(b) how the proposed leave will serve the interest of the district.

c. Notification of Applicant

The president will notify the applicants in writing of the Board of Trustees' decision to grant or deny sabbatical leaves by April 15.

5. Contract and Compensation

Upon approval of the sabbatical leave request, a successful applicant shall sign a contract with Wenatchee Valley College specifying:

a. The length of the leave;

Leave shall be no shorter than one quarter nor longer than three quarters.

b. The amount of compensation;

(1) For the purpose of determining compensation for sabbatical leave, all persons applying will be placed on the Wenatchee Valley College academic employee's salary schedule through the regular placement procedure based on experience and education.

(2) Compensation will be calculated on the applicant's base salary from the academic employee's salary schedule effective during the time for which the leave is granted. Reimbursement is as follows:

90% of salary placement; three year return requirement.

(3) Base salary shall mean that figure appearing at the classification and step on the academic employee's salary schedule appropriate to the person's education and experience.

(4) Compensation for sabbatical leave shall be reduced by one-third if the leave is granted for two quarters and by two-thirds if the leave is granted for one quarter.

(5) In the event a faculty member on professional leave qualifies and receives a grant or stipend from sources other than college funds, the amount paid by the college and

11.2 Noncumulative Leave with Pay (Continued)

the total grant or stipend may not exceed a combined total of 125% of the faculty member's regular placement on the salary schedule. In the event that the total exceeds the 125% figure, the college salary contribution will be adjusted downward to meet the 125% maximum.

c. Salary placement upon completion of the leave;

(1) The salary schedule placement committee shall evaluate the proposed leave experience and recommend the grantee's salary placement upon return. Normally, the grantee would be placed on the salary schedule by the same criteria used in salary schedule placement.

(2) The placement shall be included in the contract which the grantee signs prior to taking leave and shall be conditional upon the completion of the plans outlined in the sabbatical leave proposal.

6. Obligation for future service to Wenatchee Valley College

Three years' service upon return = 0% payback
Two years' service upon return = 15% payback
One years' service upon return = 30% payback
No return to service = 100% payback

7. Continuation of tenure rights

(1) The rights and privileges of tenure shall continue during the term of sabbatical leave.

(2) If the academic employee so desires, he/she will return to the position previously held prior to taking leave.

8. Written report

Upon return, the grantee shall submit a written report to the office of the president concerning the value of the leave to the grantee and to the college.

B. Personal Leave

Personal leave shall be preapproved by the appropriate vice president for a maximum of two days per academic year. Such leave is not deducted from personal leave records. Such leave is not intended for holiday or recreational purposes.

C. Bereavement Leave

1. Bereavement leave is intended for bereavement in the academic employee's immediate family, defined as spouse, children, parents, siblings, parents-in-law, grandparents, or any relative living in the household of the academic employee.

2. Normally such leave would be granted for a maximum of three days. Requests for extension may be considered.

11.2 Noncumulative Leave with Pay (Continued)

D. Legal Leave

The academic employee will be excused from his/ her duties for jury service or for matters for which he/she has been subpoenaed. Arrangements must be made with the appropriate administrator.

E. Military Leave

Military leave shall be granted consistent with the applicable federal statutes.

F. Dependent Care/Adoption Leave:

1. Leaves for such purposes may be granted without pay for a period not to exceed one quarter.

2. Such leave may be utilized with pay as emergency leave as defined herein.

11.3 Professional Leave with Pay.

A. Professional leave is neither accumulative nor deductible from other leave to which the academic employee is entitled. It may be granted for, but is not limited to, the following purposes:

1. Attending meetings of professional organizations.

Academic employees may be granted short-term leave with pay (not to exceed five days per academic year) to attend state and national meetings of their professional organizations if they serve as officers, members of committees, or if they are representatives of their local professional unit affiliated with such state or national organizations at such meetings.

2. Attending meetings of academic or occupational organizations.

a. Academic employees shall be encouraged to attend state and national meetings or conferences of their academic disciplines or occupational specialties.

b. The college may pay expenses for such meetings of conferences to the extent authorized by law and/or state regulations and within budget limitations.

3. Representing the Association at legislative committee hearings, SBCCE, FACC, and other appropriate meetings, and/or Association regional, state, or national meetings/conferences.

a. The Association will bear the cost of travel and related expenses, except when employee is serving as institutional representative.

b. For purposes of this section, the Association may utilize up to a total of five aggregate staff days per year.

B. Requests for approval of professional leave with pay must be submitted to the appropriate administrator at least two weeks prior to meetings/ conferences. Applicants shall be notified within five days of request if request is denied. Such notification shall include reasons for denial.

11.4 Leaves Without Pay.

Leaves for other reasons may be granted to full-time academic employees upon mutual consent for up to one year. Terms and conditions of such leaves shall be reduced to writing.

ARTICLE 12 - GRIEVANCE PROCEDURES

12.1 Procedures.

A grievance shall be defined as a written statement by the grievant that a controversy exists involving application of this negotiated agreement. Items referenced within this agreement may be grieved up to and including step 3. An individual academic employee or group of academic employees shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, up to and including step 3, as long as the adjustment is not inconsistent with the terms of this agreement and a representative of the Association has been given the opportunity to be present at such adjustment. Such grievances shall be handled in the following manner:

Step 1. An academic employee with a potential grievance shall discuss it first with the immediate supervisor. The employee may be accompanied by a member of the Association. Every effort shall be made to resolve the potential grievance at this level in an informal manner.

Step 2. If no settlement is reached at step 1, the grievance shall be reduced to writing, dated and signed by the employee and the Association representative. The document shall state the specific factual basis of the grievance, the provision or provisions of the agreement involved, and the remedy sought. The appropriate vice president shall be given the written grievance and will note receipt of the same by countersigning and dating the original grievance, and shall then give a copy of the grievance to the Association representative. The vice president shall answer the grievance in writing within five working days thereafter and shall concurrently send a copy of the grievance and the answer to the Association.

Step 3. If no settlement is reached at step 2, the written grievance may be submitted to the president, provided it is filed with the president not more than five working days after it is answered in step 2. Representative(s) of the Association will be present at any meeting called to consider the grievance at this step 3. The president shall send his/her written answer to the Association within ten working days. Such answer shall be deemed to be the final position of the employer.

Step 4 If no settlement is reached at step 3, the Association may at its sole discretion within five working days after the date of the step 3 answer request by written notice to the employer that the grievance be submitted to mediation. Only grievances which involve an alleged violation by the employer of a specific section or provision of this agreement and which are presented to the employer in writing during the term of this agreement and which are processed in the manner and within the time limits therein provided shall be subject to mediation.

Mediation

A. The Association must notify the president in writing within five days of the conclusion of step 3 of the Association's desire to refer the grievance to mediation. The Employer must agree to submit the grievance to mediation. The president shall respond to the Association no later than two days after receipt of the Association's written request.

B. Within five days following the agreement of the Employer and the Association to mediate the grievance, the Association shall so notify Mediation Research and Education Project Inc. (MREP). MREP shall schedule a mediation conference at the earliest possible date. Mediation conferences will take place at a mutually convenient location and time.

12.1 Procedures. (Continued)

C. There shall be one person from each party designated as spokesman for that party at the mediation conference.

D. The mediator will have the authority to meet together with the parties or separately with either party, but will not have the authority to compel the resolution of a grievance.

E. The presentation of facts and considerations shall be limited to those presented at step 3 of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed.

F. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purpose of statistical analysis.

G. The fees and expenses of the mediator and the administrative office shall be shared equally by the Association and the employer.

H. The parties agree upon the following rules for mediation:

(1) Notification of the intent to mediate a grievance should be made to the Mediation Research and Education Project Inc. (MREP).

(2) The MREP will schedule a mediation conference as soon as possible upon receipt of notification of a grievance or grievances to be mediated.

(3) The MREP will appoint a mediator from a panel consisting of neutrals formally trained in the process of grievance mediation.

(4) The MREP will notify the mediator of his/her appointment and determine his/her willingness and ability to serve.

Step 5 If no settlement is reached in step 4, the grievant may request in writing that the Association submit the grievance to final and binding arbitration as defined in section A. It is the responsibility of the Association, not the individual academic employee, whether or not to submit the grievance to final and binding arbitration.

Arbitration

A. The Association president may, by written notice to the college president within fifteen days of the receipt of the step 4 decision, inform the president that the grievance is being submitted to final and binding arbitration.

B. The parties to the arbitration agree to accept the arbitrator's award as final and binding upon them.

C. Upon rendering a decision, the arbitrator may retain jurisdiction until such time as the award is completed. The arbitrator shall not have any power to modify or

12.1 Procedures. (Continued)

disregard any of the terms and conditions of the employment contract and negotiated policies. (See Article 8.7.C regarding awarding of tenure, and continuation of probationary status.)

D. Matters subject to arbitration shall be referred to the American Arbitration Association through a joint request for a list from which an arbitrator will be selected using a striking process. Only grievances which involve an alleged violation by the Employer of a specific section or provision of this agreement which are presented to the Employer in writing during the term of this agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration. Hearings and other procedural matters shall be in accordance with voluntary rules of the American Arbitration Association.

E. The costs for the services of the arbitrator, including per diem expenses and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board of Trustees and the Association.

F. All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance process or by any employee or official of the district. All documents, communications, and records dealing with grievances and their adjustment shall be filed separately from the grievant's and administrator's personnel file, and upon expiration of the statute of limitations for the initiation of any further legal action, shall be destroyed with the exception of the recorded formal grievance and final adjustment thereof.

G. Freedom from reprisal within the law is guaranteed all individuals involved in the grievance procedure, whether as a grievant, responsible administrator, witness, representative of the Association, or otherwise. No one shall suffer any restraint, interference, discrimination, coercion, or reprisal as a result of any legal participation in the grievance procedure.

ARTICLE 13 - UNINTERRUPTED EDUCATION ACTIVITIES

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout.

ARTICLE 14 - SAVINGS CLAUSE

14.1 Binding Agreement.

The Employer and the Association agree that this Contract shall be binding on both parties except that if any section or provision is or shall be contrary to law existing during the term of this negotiated agreement, then such sections or provisions shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Contract shall not be affected thereby and the Employer and the Association shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

14.2 Contract Omissions.

The Employer and the Association recognize that considerable changes have been made to the Agreement when compared to the 1985-87 Agreement. Through honest oversight, a clause may have been omitted from this Agreement. Should either party become aware of such an omission, the Employer and the Association shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory clause to remedy the omission.

ARTICLE 15 - SCOPE OF AGREEMENT

15.1 Scope of Agreement.

A. This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties.

B. Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provision except as provided in Article 5.

15.2 Further Negotiations.

Except as specified herein, the parties agree to open this contract for further negotiations by mutual agreement only.

ARTICLE 16 - DURATION

16.1 Effective dates.

This Agreement shall remain in full force and effect July 1, 1987, to and including June 30, 1989.

16.2 Reopening date.

This Agreement shall be reopened at the request of either party on or after February 1, 1988.

Adopted this 22nd day of September, 1987, at Wenatchee, Washington.

FOR THE ASSOCIATION

Gary France, AHE president

FOR THE EMPLOYER

T. W. Small Jr., Chairman
Board of Trustees

NEGOTIATORS

Arnie Heuchert, President

Richard Houge, For the AHE

John Murio, For the AHE

Nancy Omaha Boy, Vice President of Instructional Services

Don Schoening, Vice President of Student Services

John Wisen, For the AHE

APPENDIX A. FACULTY SALARY SCHEDULE

A.1 Salary Schedule - 1987-88

	1.00 = 16,957
	1.04 = 17,635
	1.08 = 18,313
	1.12 = 18,991
	1.16 = 19,669
	1.20 = 20,347
	1.24 = 21,025
	1.28 = 21,703
	1.32 = 22,381
Limit for new hires	1.36 = 23,059
MA or 5 year vocational certificate required	
	1.40 = 23,737
	1.44 = 24,415
	1.48 = 25,093
	1.52 = 25,771
	1.56 = 26,449
	1.60 = 27,127
	1.64 = 27,805
	1.68 = 28,483
	1.72 = 29,161
	1.76 = 29,839
	1.80 = 30,517
	1.84 = 31,195
	1.88 = 31,873
	1.92 = 32,551
	1.96 = 33,229
	2.00 = 33,907
	2.04 = 34,585
	2.08 = 35,271

A.2 Placement Criteria

A. Step 10 shall be the maximum entry level.

B. Each year of approved full-time teaching experience will be equal to one step. Such allowance will be made only upon documentary evidence.

C. Each two years of approved work experience will equal one step on the salary schedule for initial placement.

D. Each 45 credits of part-time or graduate teaching will be equal to one step on the salary schedule for initial placement.

A.2 Placement Criteria (Continued)

E. Academic Placement

MA + 0 credits = 1.00 level
MA + 15 credits = 1.04 level
MA + 30 credits = 1.08 level
MA + 45 credits = 1.12 level
MA + 60 credits = 1.16 level
MA + 75 credits = 1.20 level
MA + 90 credits or Ph.D. = 1.24 level

F. Upon recommendation of the selection committee and the president, any person coming in with less than a masters degree or three year vocational certificate will be placed at 97% of schedule and allowed to advance only three steps. No advancement will be allowed past step 10 until all established criteria is met.

G. After initial placement, no further adjustment will be allowed.

A.3 Advancement Criteria

A. After initial placement, an academic employee must earn 15 instructional units to advance one vertical step. Each quarter of full-time teaching is equal to five instructional units.

B. After initial placement, an academic employee must earn, every five years, 15 professional improvement units before he/she can continue advancement.

C. If during any five-year period an individual earns an extra 15 professional improvement units, he/she may move an extra step.

D. An academic employee may not move more than two steps during any given year.

E. Those academic employees teaching on a reduced contract (50% or over) will be allowed to move one step on the salary schedule every two years.

A.4 Interpretation of 1987-88 Salary Schedule

A. Full-time Academic Employees

(1) A new base of $16,957 was negotiated.

(2) Each employee is to be moved one longevity step on the 1986-87 salary schedule. An additional step was added at step 18 to accommodate those at the bottom of the schedule. The new step was calculated at a percentage of base.

(3) Returning faculty members' placement on the 1987-88 salary schedule will be determined by multiplying the placement in B (above) by the new base.

B. Part-time Hourly Employees

Part-time hourly employees will continue to earn the same hourly rate as provided in 1986-87.

A.4 Interpretation of 1987-88 Salary Schedule (Continued)

C. Allocation of Funds Authorized for Distribution During Terms of This Agreement

Monies available after September 1, 1987, for salary increases and increments will be allocated as follows:

(1) March, 1988 - 2.3% or as altered by the legislature.

(a) Educational increments earned by September 15, 1987, which will permit the academic employee to move one step shall be funded first.

(b) Any remaining funds shall be applied to the base with the method of distribution to be determined by the administration and the Association when the dollar amount is known.

(2) Other salary increase money as may come available during the term of this Agreement.

(a) Any funds available for salary increases or increments will first be applied to the base salary, increasing the base by an amount up to and including 4%.

(b) When the base has been increased in any one year by 4%, unpaid increments will then be honored.

1) Increments earned in year 1987-88 shall be the first to be paid after the base has been raised by at least 4%.

2) Increments earned in year 1988-89 shall be paid after 1987-88 increments have been paid and the base has been raised by at least 4%.

A.5 Purchase of Tenure

A. Qualifications and Schedule

The district will purchase the tenure of any tenured academic employee who retires under any state-approved retirement program upon the employee's commitment to retire at the end of any quarter according to the following schedule (175 day contract):

Before 60th birthday: 1/3 base salary
Before 65th birthday: 1/4 base salary
Before 68th birthday: 1/5 base salary

B. Deadline for Application

Intent notice of retirement must be in writing to the college president 30 days before the academic employee's birthday.

C. Payment

The district and the employee will negotiate a payment date to minimize the employee's tax liability and/or the impact on retirement and social security benefits. If application is made after March 31, the district may elect to make payment on the first regular pay period of the next fiscal year.

A.5 Purchase of Tenure (Continued)

D. Administrative Positions

A tenured academic employee holding an administrative position at the time of retirement may request tenure buy back. However, any such buy back granted by the administration is acknowledged to be at the discretion of the administration and the funds used for such purposes shall in no manner reduce or subtract from the availability of funds available for academic employee salaries. An administrator holding tenure must return to an academic employee position at least 12 months prior to retirement in order for funds available for academic employee salaries to be used for tenure buy back.

APPENDIX B. PART-TIME SALARY SCHEDULE

B.1 General Provisions

A. Extended Pay Rate

Unless stated elsewhere in this agreement, academic employees with extended contracts for their time extensions will be paid at the rate of 1/175 of their individual base salary per day of extension, provided said extension is required by the employer.

B. Summer School and Overloads

As provided in article 7, section 7.4 of this agreement, "full-time academic employees may be paid on an extra-contractual basis on an hourly basis not to exceed five credit hours per quarter". This provision is exclusive of summer school. Summer school and overloads shall be paid in accordance with the part-time salary schedule.

C. Preference to Teach

As stated elsewhere in this agreement, full-time academic employees will be given preference to teach summer school offerings, provided they are qualified.

B.2 Part-time Hourly Salary Schedule

A. Part-time Academic and Other Employees:

(1) College credit courses

Teaching experience at WVC	Per contact hour
1 to 3 quarters	$17.00
4 to 6 quarters	$19.00
7 or more quarters	$21.00

(2) Non-credit courses, non-credit labs, other professional non-credit activities, and community services courses:

$13.00 per contact hour

(3) Apprenticeship, EMT, IFA, or CPR:

$15.50 per contact hour

(4) Independent learning, directed study, and special project classes:

(a) When considered as overload-type courses, they will be limited to five students per quarter. Exceptions may be granted by the vice president of instructional services.

(b) A written learning contract between the instructor and student is required, approved by the vice president of instructional services. The contract must include a provision wherein 33 hours of learning activity must occur for every credit to be earned.

(c) When considered an overload, the academic employee will be reimbursed at $50.00 per

B.2 Part-time Hourly Salary Schedule. (Continued)

student enrolled. The maximum reimbursement shall be $250.00 per quarter.

APPENDIX C. UNIT CHAIR AND EXTRACURRICULAR SALARY SCHEDULE

C.1 Stipends

In addition to the amount derived under the full-time salary schedule, the following stipends will be paid for the stated positions or activities. No further stipends, positions, or alterations of said position descriptions will be made without first negotiating said stipend with the Association.

A. Unit Chairs

(1) Responsibility shall include holding unit meetings, developing a yearly schedule for the unit, monitoring unit budgets, attending instructional council.

(2) Payment shall be $300 per quarter including summer quarter, or $1,200 per year.

B. Occupational Program Coordinators

(1) Responsibility shall include developing a yearly schedule and coordinating it through the unit, developing and monitoring the program budget, and attending unit meetings.

(2) Payment shall be $300 per quarter with no stipend for summer.

C. Intramural Director/Coordinator

The stipend for intramural director/coordinator will be provided in the following manner, in order of priority:

(1) Full-time member of physical education department and stipend is included in load: one-third reduced teaching load per quarter.

(2) Full-time member of physical education department $2,000 stipend per year if reduced load is not possible.

(3) Outside physical education department: $2,000 stipend per year.

D. Athletic Director

(1) One-third reduced teaching load.

(2) Stipend of $4,100 per year.

E. Coaches

Head football coach (1)	$3,130
Asst. football coach (2)	1,912
Asst. football coach (off campus) (2)	1,485
Head basketball coach (2)	$3,130
Asst. basketball coach (2)	1,912
Head softball coach (1)	$2,376
Asst. softball coach (1)	1,493

APPENDIX D. ACADEMIC CALENDAR

D.1 The 1987-88 college academic year calendar consisting of 175 contracted days is attached. The 1988-89 college academic year calendar shall consist of 175 contracted days for full-time academic employees. Such days shall begin no earlier than Monday, September 19, and end no later than Friday, June 16.

D.2 Both calendars shall be apportioned to coincide with the following provisions:

A. A total of 175 contracted days.

B. No more than 155 teaching days.

C. A minimum of four registration days fall quarter, one winter quarter, and one spring quarter.

D. A minimum of one professional day in October.

E. At least eight final exam days: three fall quarter, three winter quarter, and two spring quarter.

D.3 The final draft of the 1988-89 college academic calendar will be presented to the Association's negotiators no later than March 15, 1988 by the college president.

ERIC Clearinghouse for Junior Colleges SEP 30 1988